



Southwestern Electric Power Company

P. O. BOX 21106 - SHREVEPORT, LOUISIANA 71156

RECORDATION NO. 9042-E

November 1, 1984

NOV 1 1984 - 11 50 AM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Mildred Lee, Room 2303

No. 4-306A014
NOV 1 1984

Date

Fee \$10.00.....

ICC Washington, D. C.

Re: Supplemental Filing under 49 U.S.C. §11303

Gentlemen:

The purpose of this letter is to amend the following filings made pursuant to 49 U.S.C. §11303 to reflect the substitution of [1] one hundred-ton steel gondola cars for one original unit which sustained a casualty occurrence.

The original recordation information and the car number of the unit suffering a casualty occurrence and the replacement car are as follows:

<u>Document Description</u>	<u>Recordation Number</u>
CONDITIONAL SALE AGREEMENT dated as of October 15, 1977 among Thrall Car Manufacturing Company and Southwestern Electric Power Company	No. 9042, filed on October 18, 1977
AGREEMENT AND ASSIGNMENT dated as of October 15, 1977 between Thrall Car Manufacturing Company and Mercantile-Safe Deposit and Trust Company, as Agent	No. 9042-A, filed October 18, 1977

ICC OFFICE OF
THE SECRETARY
NOV 1 11 41 AM '84
MOTOR CARRIER UNIT

Car number of the destroyed car:
SEPX 105899

Under the provisions of the above described Conditional Sale Agreement and pursuant to the Supplemental Agreement, dated as of November 1, 1984, between Southwestern Electric Power

Company and Mercantile-Safe Deposit and Trust Company, as Agent (the "Supplemental Agreement"), the following 1 unit has been substituted for the unit which was destroyed and represents a Replacement Unit:

SEPX 116394

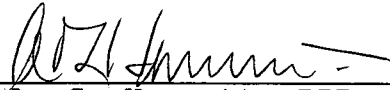
Enclosed are three copies of the Supplemental Agreement and a check in the amount of \$10.00 in payment of the applicable recording fee.

Please return one copy of this letter to our messenger, including a copy of the enclosed Supplemental Agreement bearing appropriate recordation data with respect to this supplemental filing.

Very truly yours,

SOUTHWESTERN ELECTRIC POWER COMPANY

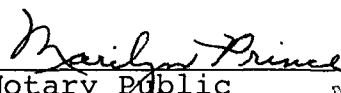
By



A. G. Hammett, III
Treasurer

STATE OF LOUISIANA)
)
PARISH OF CADDO) ss.:

On this 1st day of November 1984, before me, personally appeared A. G. Hammett, III, to me personally known, who being by me duly sworn, says that he is the Treasurer of SOUTHWESTERN ELECTRIC POWER COMPANY that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public MARILYN PRINCE
NOTARY PUBLIC, Caddo Parish, Louisiana
My Commission is for Life

[Notorial Seal]



Interstate Commerce Commission
Washington, D.C. 20423

11/1/84

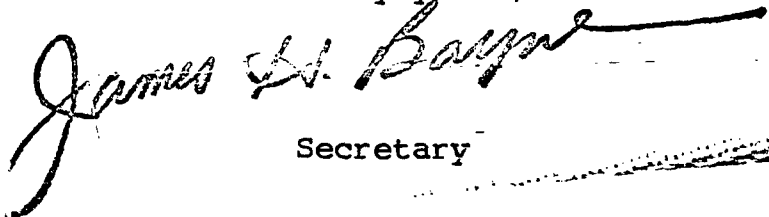
OFFICE OF THE SECRETARY

A.G. Hammett, III
Southwestern western Electric Power Co.
P.O.Box 21106
Shreveport, Louisiana 71156

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/1/84 at 11:50am and assigned re-recording number(s). 9042-E

Sincerely yours,


Secretary

Enclosure(s)

NOV 1 1984 - 11:0 AM

SUPPLEMENTAL AGREEMENT INTERSTATE COMMERCE COMMISSION

This SUPPLEMENTAL AGREEMENT, dated as of November 1, 1984 (the "Supplement"), between Southwestern Electric Power Company, a Delaware corporation (hereinafter called the "Company") and Mercantile-Safe Deposit and Trust Company, the assignee (the "Assignee") of the Conditional Sale Agreement (the "Conditional Sale Agreement") dated as of October 15, 1977, between Thrall Car Manufacturing Company (the "Vendor"), and the Company, under the Agreement and Assignment, dated as of October 15, 1977 between Vendor and Assignee.

WHEREAS, the Company has entered into the Conditional Sale Agreement with Vendor and Vendee, and Vendor has assigned all its interest therein to Assignee;

NOW, THEREFORE, pursuant to the terms of the Conditional Sale Agreement, the parties hereto agree as follows:

The Company has suffered a Casualty Occurrence (as such term is, and all other capitalized terms used herein are, defined in the Conditional Sale Agreement) to one unit of the Equipment, which has been reported and replaced in accordance with Article 8 of the Conditional Sale Agreement, as set forth in the Operating Officer's certificate of November 1, 1984. This Replacement Unit is hereby expressly made a part of the Equipment covered by, and brought under and made subject to, all the terms and conditions of the Conditional Sale Agreement.

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Assignee

Attest

by

[Signature]
Corporate Trust Officer

by

[Signature]
Vice President

SOUTHWESTERN ELECTRIC POWER COMPANY

Attest

by

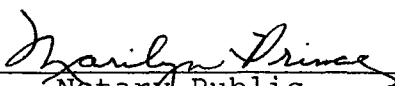
[Signature]
Secretary

by


[Signature]
Treasurer

STATE OF LOUISIANA,)
)
PARISH OF CADDO,) ss.:

On this 1st day of November, 1984, before me, personally appeared A. G. Hammett, III, to me personally known, who being by me duly sworn, says that he is the Treasurer of SOUTHWESTERN ELECTRIC POWER COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

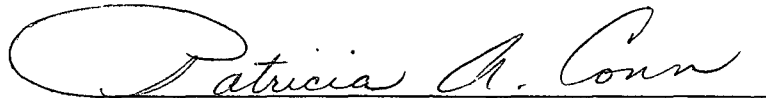


Notary Public
MARILYN PRINCE
NOTARY PUBLIC, Caddo Parish, Louisiana
My Commission is for Life



STATE OF MARYLAND,)
)
CITY OF BALTIMORE) ss.:

On this 15th day of November, 1984, before me,
personally appeared R. E. SCHREIBER, to me personally
known, who being by me duly sworn, says that he is Vice President
of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the
seals affixed to the foregoing instrument is the corporate seal
of said corporation, that said instrument was signed and sealed
on behalf of said corporation by authority of its Board of
Directors and he acknowledged that the execution of the foregoing
instrument was the free act and deed of said corporation.


Notary Public

My commission expires July 1, 1986

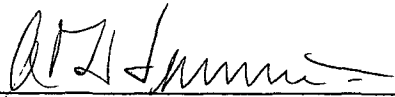
BILL OF SALE

SOUTHWESTERN ELECTRIC POWER COMPANY (the "Company"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid, the receipt of which is hereby acknowledged, does hereby transfer to MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (the "Assignee"), under the Conditional Sale Agreement as defined below, title to the unit of railroad equipment described in Schedule A hereto (the "Replacement Unit") and all rights which the Company has or may have against the manufacturer of the Replacement Unit to provide warranty repairs or other user support with respect to the Replacement Unit.

The Company hereby warrants to the Assignee that the Company has legal title to the Replacement Unit and good and lawful right to sell the Replacement Unit, and that the Replacement Unit is free of all claims, liens, security interests and other encumbrances of any nature except for (i) any liens permitted by the second paragraph of Article 12 of the Conditional Sale Agreement, dated as of October 15, 1977 (the "Conditional Sale Agreement"), between Thrall Car Manufacturing Company, and the Company, and (ii) the rights of the Company under the Conditional Sale Agreement.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed as of the 1st day of November, 1984.

SOUTHWESTERN ELECTRIC POWER COMPANY

By 
A. G. Hammett, III
Treasurer

SCHEDULE A

DESCRIPTION OF EQUIPMENT

<u>TYPE</u>	<u>QUANTITY</u>	<u>CAR NUMBER</u>
100-ton (4,000 cu. ft.) High-side steel gondola Cars with swivel couplers.	1	SEPX 116394